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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/602,250	06/23/2003	Pamela Dooley Roman	030097 (BLL-0090)	1925

36192 7590 03/17/2008
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EXAMINER

CUMARASEGARAN, VERN

ART UNIT	PAPER NUMBER
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3629

MAIL DATE	DELIVERY MODE
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03/17/2008

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/602,250	Applicant(s) ROMAN, PAMELA DOOLEY	
	Examiner VERN CUMARASEGARAN	Art Unit 3629	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 23 June 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-12 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-12 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 23 June 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date <u>10/14/2003</u> . | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Claim Rejections - 35 USC § 101

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 1-12 are rejected under 35 U.S.C. 101 because it fails the judicial exception and practical application tests. Establishing data domains is considered an abstract idea because the claims merely define various domains with no tangible result.

Furthermore, claim 7 recites a "cross-domain data model" which is considered a computer program. Computer programs are not one of the statutory classes.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 1-12 rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claims 1 and 7 recite "defining a contract domain including a contract entity having attributes of an agreement..." It is unclear whether the contract domain has attributes of an agreement or the contract entity has attributes of an agreement. Examiner interprets the elements to be the entity (contract) having the attributes described.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hahn-Carlson et al (US 2004/0010463 A1) in view of Spencer et al (US 6,349,299 B1).

As to claims 1 and 7, Hahn-Carlson et al show defining a contract domain (Fig.2) including a contract entity (215) having attributes of an agreement between a customer and a provider (Fig.2 *where agreement between buyer and seller are shown*) of a communications product (*the product specifically being a communications product is considered non-functional descriptive language since it does not influence the steps outlined by the method, and thus is not given patentable weight*);

defining a product domain including a product entity having attributes of the communications product (paragraph 46);

defining an account receivables domain including an account entity having attributes of a customer account (paragraph 7 *although disclosed in the Background of the application, it would have been obvious to one of ordinary skill in the art to incorporate the account receivables domain since it would have been merely a combination of known elements, and in the combination, each element merely would*

have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable);

defining a customer domain including a party entity having attributes of a party (paragraph 31 “...transaction information may include...identities of the buyer and seller...”);

defining within said customer domain a contract instance of said contract entity, a product instance of said product entity, and an account instance of said account entity (paragraph 52 *where the various entity information is within the buyer procurement domain*);

wherein an entity in contract domain is directly related to another entity in another contract domain (Fig.2 *where the contract domains in seller entity and buyer entity are related*).

However, Hahn-Carlson et al does not expressly show defining a location domain including a location entity having attributes of a geographic location. Spencer et al show defining a location domain including a location entity having attributes of a geographic location (Fig.7). It would have been obvious to one of ordinary skill in the art to include in the method of establishing data domains, a location domain as shown by Spencer et al since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

As to claims 2 and 8, Hahn-Carlson et al show contract entity being directly related to product entity (paragraph 52 *where user can access the contract data as well as the related product data through the procurement system*).

As to claims 3, 4, 9 and 10, Hahn-Carlson et al show contract terms being accessible to users (abstract) and being directly related to product entity (paragraph 15).

As to claims 5, 6, 11 and 12, Hahn-Carlson et al show contract domain including an outcome entity having attributes of the outcome of contract and outcome entity being related to product entity (abstract *where the pricing is considered to be the outcome of the contract*).

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure:

Munday – Using accounts databases to perform performance appraisal

Grundfest, Joseph A. - US 20020165726 A1 -System and method for facilitating creation and management of contractual relationships and corresponding contracts

Schunder, Lawrence V. et al. - US 20040083119 A1 - System and method for implementing a vendor contract management system

Donahue, John J. - US 20020095311 A1 - Method and apparatus for negotiating a contract over a computer network

Ayers; Mona et al. - US 20060178905 A1 - System and method for managing product sales data for external reports

Hoffman; George Harry et al. - US 7039606 B2 - System, method and computer program product for contract consistency in a supply chain management framework

Cross, Thomas M. et al. - US 20040181493 A1 - Method and system for real-time transactional information processing

Sanne; James C. - US 6295536 B1 - Computer architecture for multi-organization data access

Wood – Utilizing customer information database to improve retail performance and win investor confidence

Any inquiry concerning this communication or earlier communications from the examiner should be directed to VERN CUMARASEGARAN whose telephone number is (571)270-3273. The examiner can normally be reached on Monday - Friday 8:30am-5:00pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on 571-272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 3629

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Vc

/John G. Weiss/
Supervisory Patent Examiner, Art Unit 3629